



REQUEST FOR PROPOSALS

NUMBER C11303-P

For:

***Auction Services
For
Yakima County and the City of Yakima***



YAKIMA, WASHINGTON

**Instructions to Contractors, Proposal Forms,
Proposal Signature Form, Business Questionnaire, Agreement,
And Other Proposal Documents**

March 21, 2013

BOARD OF YAKIMA COUNTY COMMISSIONERS

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Proposals will be accepted on **Thursday, March 21, 2013 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington to contract with an individual who shall perform:

Auction Services for Yakima County and the City of Yakima

Yakima County and the City of Yakima are seeking proposals for Auction Services, which is further defined within the specific functional details section of the RFP. The intention of the RFP is to select a Contractor to provide auction services to publicly auction Yakima County and the City of Yakima personal property and rolling stock.

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFP C11303-P Auction Services
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00:00 a.m. on Thursday, March 21, 2013 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA.

Specifications may be obtained online at www.yakimawa.gov/services/purchasing Click on Bid Openings.

The Board reserves the right to reject any and all proposals, or parts thereof.

DONE this 4th day of March, 2013.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: March 6, 2013

Bill: Account # 10822 Commissioners

PROPOSAL NO. C11303-P

Auction Services

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REQUEST FOR PROPOSAL NO. C11303-P

Auction Services

I INTRODUCTION AND OVERVIEW

This Request for Proposals invites proposals from vendors interested in providing auction services to Yakima County and the City of Yakima.

1. **PURPOSE**

Yakima County and the City of Yakima are requesting proposals from Proposers to provide a CONVIENCE agreement (non-exclusive) for auction services to publicly auction County and City personal property, and rolling stock either together or separate. Yakima County and the City of Yakima together will award to the best qualified, responsive, and responsible Proposer (or Proposers) an agreement to provide Auction Services for Yakima County and the City of Yakima. The successful Contractor will be required to hold auctions on an as-needed basis. The Contractor shall provide the service required for all transportation of property, auction facility, storage and perform all customary auction related duties including, but not limited to, pre-sale advertising to the general public, consolidation and arrangement of items in the best sale order, tagging and assigning lot numbers, cleaning/detailing *if requested*, and conducting the auction with appropriate personnel, security, accounting, insurance and post sale organization and reporting.

Individual agencies or departments reserve the option to transport their own property to the auction site if they determine it most economical to do so or waive any other service provided by Contractor in these specifications if requested.

The property will include, but will not be limited to cars, light and heavy duty trucks, light and heavy equipment, tools, office equipment, furniture, seized and abandoned personal property, and other miscellaneous personal property.

The agreement will be awarded to the Proposer(s) that best fits the needs of Yakima County and the City of Yakima and meets the requirements listed in this document.

DEFINITIONS

- A. Owner – Yakima County and the City of Yakima.
- B. Proposer - The Contractor submitting the Proposal.
- C. Surplus – County and City’s personal property and rolling stock.
- D. RFP - The Request for Proposals, including any amendments or other addenda hereto. In case of conflict between the RFP and exhibits, the RFP governs.
- E. Analysis Committee - The RFP Analysis Committee is comprised of the RFP Coordinator, County and City staff. Committee will not exceed 5 people.
- F. Qualification Packet/Proposal - The materials submitted by each Proposer in response to the RFP, including all attachments.
- G. Contractor – The Proposer(s) receiving award for Auction Services.

2. **SUBMITTING PROPOSALS**

A. Proposal documents may be obtained from the City/County of Yakima Purchasing Division at 129 No. 2nd Street, Yakima, Washington, 98901. Phone No. 509-575-6093. Specifications may also be obtained online at www.yakimawa.gov/services/purchasing. Click on bid openings.

The Proposer shall complete and submit one (1) original Proposal with five (5) complete copies and one (1) complete copy on disc (CD) of the proposal documents.

- B. By signing this proposal, each Proposer certifies under penalties of perjury that its proposal is in all respects bona fide, fair and made without collusion or fraud with any other person and submission of a proposal shall constitute agreement by the Proposer to the terms incorporated in this "Request for Proposals", which agreement, in the case of the "Successful Proposer," shall remain in effect during the life of the Auction Services Agreement.
- C. If the Proposer desires to make changes in the agreement (Schedule D) prior to submitting his proposal, Proposer shall provide a copy of Schedule D, as a separate document, with the proposed changes written on it. Included in this document shall be documentation as to why Proposer feels these changes would be beneficial.
- D. Proposers must submit with their proposals the required Business Questionnaire (Schedule C) including a written statement attesting that the Proposer will provide all required services to the Owner if selected for this contract.
- E. Proposers will be deemed to have studied and examined all relevant documents and shall carefully read all the terms and conditions of the specifications before proposing. Any representation of deviation or modification to the RFP may be grounds to reject that proposal.

3. **DEADLINE FOR DELIVERY OF PROPOSALS**

Proposals shall be sealed and must be delivered no later than **Thursday at 11:00 A.M. PST, March 21, 2013** to:

Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901

Proposal packages must be marked: RFP No.C11303-P, AUCTION SERVICES

If you plan on attending the proposal opening, DO NOT BRING YOUR PROPOSAL WITH YOU INTO THE OPEINING ROOM. It must be received and date stamped by the Clerk's Office prior to the submittal deadline above. FAXED OR E-MAILED PACKETS WILL NOT BE ACCEPTED.

PROPOSAL PACKAGES RECEIVED AFTER THE DUE DATE ABOVE WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Proposals, which do not include all requested information, may be considered non-responsive.

4. **WITHDRAWING OF PROPOSALS**

At any time prior to the hour and date set for the opening of proposals, a Proposer may withdraw his proposal, however, this will not preclude the submission of another proposal by such Proposer prior to 11:00 A.M., March 21, 2013.

5. **ACCEPTANCE OF PROPOSALS**

Proposals shall remain open for acceptance and be irrevocable for a period of ninety (90) calendar days from the proposal opening date. The Owner reserves the right to reject any or all proposals, to waive any irregularities or informalities with respect to any proposal or accept any presented which meet or exceed these specifications, and which would be in the best interest of the Owner and will not necessarily be bound to accept the low proposal and to award the RFP in its entirety, or in part, to a single or multiple Proposers whichever in its opinion best services the interests of the Owner.

6. **EXCEPTIONS**

Specifications of the services proposed shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any proposal submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful vendor.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the service or give an individual proposer who is offering a lesser service a distinct advantage.

7. **RESERVATION**

The Owner reserves the right to award the contract to the Proposer that it deems to offer the best overall qualifications/proposal in its sole discretion. The Owner reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The Owner also reserves the right to cancel or to reissue the RFP in whole or in part prior to the execution of a contract. The Owner also reserves the right to refrain from contracting with any and all Proposers. The release of the RFP does not compel the Owner to enter into any contract pursuant to the RFP. The Owner reserves the right to correct obvious ambiguities and errors in the Proposer's proposal and to waive non-material irregularities and/or omissions.

8. **RFP ADMINISTRATION**

Any Proposer contemplating submitting an RFP who is uncertain as to the intended meaning of any part of the RFP or other contract documents, or who finds discrepancies in or omissions from the RFP may request interpretation, clarification, or correction of this RFP. Such request must be in writing and must be delivered to the RFP Coordinator listed below by mail, e-mail, or hand delivery. The Proposer submitting the request is responsible for its timely delivery. Any oral communication with other City or County employees will be considered unofficial and non-binding on the Owner. No verbal rulings or interpretations will be held binding upon the Owner as well. Such written questions will become part of the proposal documents and receipt thereof by the Proposer and shall be acknowledged on the Proposal Form. Any interpretation or correction of the RFP will be made only by written addendum and will be mailed, e-mailed, or faxed to each Proposer receiving this RFP, in addition to being posted on the City of Yakima Purchasing webpage. Any information given

to any Proposer concerning the solicitation or any changes to the RFP shall be proved in writing to all Proposers to ensure that all Proposers receive the same information relating to the RFP. The Owner will not be responsible for any other interpretation, clarifications, or corrections of the RFP. Proposers must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decisions of the duly designated representative of the Owner shall be final without any right of appeal.

9. RFP COORDINATOR

The RFP Coordinator is: Susan Knotts, CPPB
Buyer II
City/County of Yakima Purchasing Division
129 No. 2nd Street
Yakima, WA 98901
Susan.knotts@yakimawa.gov

10. PROPOSER'S CHECKLIST/DOCUMENTS

Proposal Requirements: Proposal may be in the form of a letter and should include a copy of the Proposer's resume. The letter must be signed by an authorized agent. Detail and comprehensives of the proposal are important and will be considered in making the selection. The submitted proposal should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP.

A. The Proposer's attention is especially called to the following items, which should be included or addressed in the proposal:

- One (1) original, five (5) copies, and one (1) CD of the Proposal.
- Identify outside of sealed envelope, per page 5, paragraph 3.
- Submit Proposal by 11:00 A.M., March 21, 2013 to Clerk of the Board at the County Commissioners Office in the Yakima County Courthouse.
- A detailed plan, describing how your organization proposes to meet the Specifications for Auction Services for Yakima County and the City of Yakima.
- Literature, Brochures, etc.
- A written statement attesting that the Proposer will provide all required services to the Owner.
- A resolution from your Board of Directors, if applicable, approving or authorizing a designated agent to bind the corporation.
- Signed Non-Collusion Declaration (pg. 15)
- Proposal Price Form, Schedule "A".
- Proposal Signature Form, Schedule "B" (remember to notate any received addendum).
- Business Questionnaire, Schedule "C".
- Agreement, Schedule "D" (remember to notate any changes).

- B. It shall be the responsibility of the Proposer to thoroughly familiarize themselves with the provisions of these specifications. The Owner is not required to give consideration to any claim of misunderstanding.
- C. OSHA Guidelines: The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- D. The final agreement with the successful Proposer will be drawn by the Owner and may contain such other provisions as are deemed necessary to protect the Owner's interests therein. A copy of the proposed Auction Services Agreement is attached as Schedule "D".
- E. The Proposer agrees to abide by the rules and regulations as prescribed herein and as prescribed by the Owner as the same now exists or may hereafter from time to time be changed in writing.

11. **APPLICANT'S COST TO DEVELOP PROPOSALS**

Costs for developing proposal in response to the RFP are entirely the obligation of the Proposer and shall not be chargeable in any manner to Yakima County nor the City of Yakima.

12. **PUBLIC DISCLOSURE**

Proposals shall become the property of the County/City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Applicant, or is anyway contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Applicant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Applicant is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Applicants, the Owner will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Applicant has an adequate opportunity to seek a court order preventing disclosure. The Owner will consider an Applicant's request for exemption from disclosure; however, the Owner will make a decision predicated upon RCW 42.56.

13. **PROPIERTARY MATERIAL**

Any information contained in the RFP submitted that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Proposer's submittal, the Owner will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

14. **PROTEST PROCEDURE**

Any protest must be made in writing, signed by the Protestor, and state that the Proposer is submitting a formal protest. The protest shall be filed with the City of Yakima / Yakima County Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests before award shall be **filed five (5) days before the solicitation due date**, and protests after the award shall be **filed five (5) days after Award Announcement** (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Proposer:

- Step I:** Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the City/County Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protestor.
- Step II:** If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.
- Step III:** If still unresolved, within three (3) business days after receipt, the protests may be appealed to the City Manager (or his designee). The City Manager shall make a determination in writing to the Applicant.

Grounds for Protest: Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A. A matter of bias, discrimination, conflict of interest;
- B. Solicitation unduly constrains competition or contains inadequate or improper criteria;
- C. Errors in computing score;
- D. Non-compliance with procedures described in the solicitation or City/County Policy.

Protest Determination: Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the Owner to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe: Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement: Purchasing shall announce the successful bidder via City of Yakima Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Applicant received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested Proposer, Purchasing is not responsible to assure that Proposer receive the announcement. It is the responsibility of the Proposer to obtain the announcement from Purchasing.

Award Regardless of Protest: When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the Protester and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

15. VENUE

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the Owner. This Agreement shall be governed by the laws of the State of Washington.

II GENERAL REQUIREMENTS AND SCOPE OF SERVICES

1. TERM AND RENEGOTIATION

The term shall commence on the date of last signature and terminate twelve (12) months thereafter, unless extended or sooner terminated per the terms and conditions of the resulting negotiated contract. The Owner may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract, with or without cause, by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the Owner provides advance notice of the intention to not renew. Price adjustments will only be reviewed and negotiated during contract renewal.

2. LAWS, ORDINANCES AND POLICIES

All auction procedures and advertisements must conform to all Washington State Laws, local ordinances, and agency policies pertaining to public auctions and the disposal of public property.

3. PERMIT AND LICENSING

The Proposer shall obtain all necessary licenses and permits, in including but not limited to a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions and conduct the auction sale at a secure and safe site within the boundary of Yakima County. Inquiries as to fees, etc., should be made to the Office of Code Administration, Telephone (509)575-6121. The Proposer shall also obtain a valid and current Auctioneer Certificate of Registration per RCW 18.11.085. Said licenses shall be obtained prior to the award of any contract.

4. **INSURANCE**

Professional Liability Insurance, Automobile Insurance, Garage Keepers Liability Insurance, and Worker's Compensation Insurance shall be required of the Contractor and will be part of the resulting agreement.

5. **ADVERTISEMENT**

The contractor will publicly advertise the auction, noting time and place and describing items to be auctioned in an official newspaper of the Owner 10 days prior to sale. The Contractor shall state in its advertising and brochures all terms of sale, including minimum bid reserves, if requested, and that all sales are "AS IS, WHERE IS. There is no statement made or implied as to the condition or suitability of this item for its intended purpose. Personal Inspection is strongly advised."

6. **SCHEDULING OF AUCTIONS**

The Contractor will give the Owner a minimum of **forty-five (45) days** notice of any upcoming auctions. For items already received, the Contractor will notify the Owner and submitting department/division of the date of auction.

Scheduling of auction sales will be a handled by Purchasing. The Owner does not guarantee participation in each regularly scheduled auction by the Contractor. Sales may be included in regularly scheduled events which include other consignors as long as all public advertising and procedural requirements are met.

7. **EQUIPMENT**

The Contractor will use their own equipment, materials, and employees to move, load and/or unload surplus property if required.

8. **VIEWING OF ITEMS**

All auctions will be open to the general public. The Contractor shall conduct a public preview of the property for sale preceding the planned auction.

9. **SUBMITTING ITEMS FOR AUCTION**

The contractor must accept ALL items offered for auction unless otherwise mutually agreed upon on specific items. If there are specific items that will not be accepted, they must be outlined clearly in your proposal as restricted. If items are not outlined in your proposal as restricted, items must be accepted.

The contractor shall provide all supplies, labor, and services necessary to conduct the auction including but not limited to, security, cashiers, clerks, auctioneers, and any other personnel required.

10. **SALE OF AUCTION ITEMS**

Sale of property may be made only to the highest responsible bidder. Minimum bids or reserves will not normally be requested, but all participating departments/divisions reserve the right to require them in specific situations. Prices received for items sold shall be closely scrutinized by all departments/divisions. The contractor shall state in its advertising and brochures all terms of sale, including minimum bid reserves, if requested, and that all sales are "AS IS, WHERE IS and without representation or warranty. The County/City of Yakima, as Seller hereby expressly disclaims all warranties, either express or implied;

including an implied warranty of merchantability or fitness for a purpose, and neither assumes nor authorizes another person to assume for it, any liability in connection with the sale of these goods.”

11. UNSOLD ITEMS

A separate list of all unsold items labeled “Unsold Items” will be sent to the Owner’s auction coordinator with Owner’s identifying information. Unless otherwise directed by the Owner, unsold vehicles, equipment, tools and electronics will be rescheduled and attempted to be resold at the next available auction, at NO additional cost to the Owner unless otherwise agreed upon in writing by the Owner.

12. TRANSPORTATION

All vehicles and equipment will be transferred to the Contractor’s site unencumbered with all documents required to effect transfer of title. Title(s) will not pass until all funds bid are remitted to the auctioneer.

The Contractor shall be responsible for loss or damage to property due to weather, fire, flood, theft, or malicious damage during and after transport of said property to auction site.

13. IDENTIFICATION OF ITEMS

The Owner will tag each item with the following information:

- Department/Division name.
- Complete description of the item
- Owner assigned asset and lot/item number.

The Contractor will provide a written receipt to the Owner’s auction coordinator with all items taken into possession, using a Consignment Control Form to be approved by the Owner. Please submit your form for approval with your proposal.

14. AUCTION FACILITIES

Sufficient and clean lavatory facilities shall be provided for use by the public on the day of the auction.

15. PAYMENTS AND REPORTS / TRUST ACCOUNT

Auction proceeds due to Owner that are received by the contractor and not paid to the Owner within twenty-four (24) hours of the sale shall be deposited no later than the next business day by the contractor in a trust account for clients in a bank, saving and loan association, mutual saving bank, or licensed escrow agent located in the state per RCW 18.11.123. The contractor shall draw on the trust account only to pay proceeds to clients, and to obtain the sums due to the contractor for services as set out in the written contract required under RCW 18.11.130. Funds in the trust account shall not be subject to the debt of the contractor and shall not be used for personal reasons or other business reasons.

The contractor will remit net proceeds and provide a written report to the Owner within 10 working days after the sale. The report must include the following information:

- Sale price of each item, listed by Department/Division and Owner assigned lot/item number.
- Identify Buyer of each lot/item.
- Any transportation or optional service fees deducted from the proceeds for that item.

III QUALIFICATIONS / EVALUATION AND AWARD

1. **OVERVIEW**

In selecting a contractor for Auction Services, studied consideration will be given to the contents of all proposals. Proposers should describe in great detail how they propose to meet the Specifications attached herein. In order to qualify for the award of the contract, Proposers should meet the following minimum qualifications. Further, the qualifications as set forth herein are designed to establish experience criteria with which the Proposer demonstrates his capability to provide Auction Services. The Owner will be particularly interested in reviewing the following proposal information and the Proposers shall address the following areas in their proposal packet.

- Business Questionnaire information
- Overall cost of the services provided
- Experience in auction services
- Auction facilities and security

The decision of the Owner and the Analysis Committee as to the acceptable qualifications of the Proposer shall be final and binding without any right of appeal.

3. **EVALUATION CRITERIA**

All Proposals will be screened to determine whether the minimum requirements of the RFP are met. The Analysis Committee will then evaluate those proposals, which meet the minimum RFP requirements. Each responsive proposal will be rated on a point system, with the following criteria.

EXPERIENCE IN AUCTION SERVICES	30 points
AUCTION FACILITIES AND SECURITY	20 points
OVERALL COST OF THE SERVICES PROVIDED	35 points
REFERENCES	5 points
RESPONSIVENESS TO THE PROPOSAL	<u>10 points</u>
TOTAL	100 points

4. **CLARIFICATION OF RESPONSES**

As part of the evaluation process, and at the discretion of the Analysis Committee staff, applicants may be asked to clarify specific points in their respective responses. The Analysis Committee reserves the right to request oral interviews of applicants.

Whether there will be interviews and who will be invited to make a presentation to the Analysis Committee will be at the sole discretion of the Owner.

5. POST EVALUATION EVENTS AND AWARD

After receipt and review of the proposals, Proposers will be shortlisted.

The Owner reserves the right to interview and ask additional questions.

The RFP Coordinator will e-mail and/or mail written notices to all Proposers who submitted proposals, informing them of their status.

The Owner reserves the right to negotiate any element of this RFP, amend, or change the final contract through a bilateral “contract modifications” at any time if it is determined to be in the best interest of the Owner. If an agreement cannot be reached, the Owner reserves the right to enter into negotiations with the next highest ranked Proposer.

In the event that the successful Proposer does not execute the contract as herein required, the award of the contract may then be made to the next highest ranking Proposer or the Owner may decide to call for new proposals.

The decision of the Analysis Committee shall be final and conclusive.

SCHEDULE "A"

PRICING FORM

**Auction Services C11303-P
Yakima County and City of Yakima**

COMMISSIONS

% of Gross Sales _____

TRANSPORT/LOADING/UNLOADING FEES

Move loaded Storage Trailer(s) owned by
Yakima CO/City of Yakima to Auction Site \$ _____
Lump Sum per Trailer

Move loaded Storage Trailer owned by
Yakima CO/City of Yakima to Auction Site
And Unload with Contractor Personnel \$ _____
Lump Sum per Trailer

Contractor provide vehicle and personnel to
pick up, load and unload surplus from Yakima
CO/City of Yakima Storage site to Auction Site \$ _____
Lump Sum per Load

OPTIONAL SERVICES

Cost of Complete Detailing of Vehicles \$ _____ \$ _____
Lump Sum per Vehicle/Small Truck Lump Sum per SUV/Van/ Lg. Truck

Additional Services Offered and Fees \$ _____

Describe: _____

OTHER FEES

Any other fees or costs to be taken out of auction proceeds, for auctioneering services must be described here or will not be allowed

SERVICE TO START WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND NOTIFICATION TO PROCEED.

Any pricing, configuration, or other errors discovered after proposal opening must remain and cannot be adjusted.

SCHEDULE "B"

PROPOSAL SIGNATURE FORM
Auction Services C11303-P
Yakima County and City of Yakima

Proposal of: _____

Address: _____

Date: _____

TO: Yakima County and City of Yakima
("The Owner")

The undersigned hereby offers to enter into the Auction Services Agreement, under the terms and conditions set forth in said agreement, in this Proposal Form and in the Instructions to Proposers, for a term of one (1) year, commencing on _____, 2013, with four (4) possible one (1) year contract extensions, for a total of 5 years. Execution of this option shall be per the terms and conditions as set forth in the final agreement.

_____ has received, reviewed, and agrees to Addenda (s) _____, _____ & _____.

Auctioneer's License No. _____ **Expiration Date** _____

The terms and conditions of this proposal are agreed to on this _____ day of the year 2013.

BY: _____
Typed Name (Officer)

SIGNATURE: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

DATE: _____

PHONE: _____

FAX: _____

E-MAIL: _____

(CORPORATE SEAL)

SCHEDULE "C"

BUSINESS QUESTIONNAIRE

Auction Services C11303-P Yakima County and City of Yakima

INSTRUCTIONS:

Proposer must present evidence that they are fully competent and have the necessary experience, facilities, safety measures, and financial resources to fulfill the conditions of the Auction Services Agreement. To provide the Owner with information on these points, proposers must submit, as part of their proposals, information stipulated in this questionnaire.

The Proposer submitting this proposal warrants that said Proposer has the following qualifications and that the principal Proposer or its parent company can satisfy all requirements as noted under General Requirements and Qualifications in the specification of this RFP.

Failure to submit this Business Questionnaire with all questions completely answered may disqualify the Proposer, in accordance with conditions stipulated in the "Submitting Proposals" in Section I, "Introduction and Overview" of this RFP on page 5. Proposers shall attach separate sheets of paper to this Business Questionnaire as Addendum information for responses requiring more space than provided, however, the length for each response shall be limited to one side of one sheet per question.

The Owner may require such other information as deemed necessary to ascertain the qualifications of a Proposer.

Experience:

1. Name of principal Proposer or parent company, location and phone number:

Name: _____

Address: _____

_____ Phone: _____

2. Name of local office, location and phone number of your firm:

Name: _____

Address: _____

_____ Phone: _____

3. The number of years your firm has been in business under current or previous names or additional assumed business names. Please list all names with years in business.

4. That the Proposer has been in continuous business for the period of the past three (3) years, or more. *Yes* *No*
5. Number of year's experience of the Proposer making this proposal has in Auction Services, described herein, and for whom.

<u>SERVICE PROVIDED FOR:</u>	<u>YEARS OF EXPERIENCE</u>
_____	_____
_____	_____
_____	_____
_____	_____

6. Give the names and locations of places for the above mentioned business, together with the dates of service:

<u>Name:</u>	<u>Location:</u>	<u>Dates:</u>	<u>Type of Auction service:</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Describe current or recent verifiable contractual experience, which required similar auction services or experience in planning and coordinating similar efforts.

8. A. Have any contracts for the operation of Auction Services, etc., held by your organization ever been canceled? *Yes* *No*

B. If yes, explain in detail these circumstances. Use separate sheets of paper if needed.

9. Indemnify and summarize any litigation pending or judgments rendered within the past 3 years against your firm for damages or specific performance.

10. Has your firm ever been debarred or is a proposed debarment pending?

Personnel Information:

11. The name and title of the person authorized to execute a contract on behalf of the firm.

12. Local Primary Officers:

Name Position Held Years of Employment Contact No.

13. Describe the experience of primary officers, principals and staff in local operations as it relates to this type of service. **Your statement should also include an attached resume with a biography for each.**

14. Number of Management personnel: _____

Total number of full-time personnel: _____

Total number of Part-Time personnel: _____

References:

15. Provide the contact name(s) and telephone number(s) of banking reference(s) and include the number of years experience with that bank listing most current first.

<u>Bank:</u>	<u>Address:</u>	<u>Contact Person & No.:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. Provide the names, addresses, and telephone numbers of at least four (4) business references (preferably government agencies with the exception of Yakima County and the City of Yakima) your firm has provided auction services similar to those described/required in this document over the past five (5) years.

1) Company: _____
Contact Name: _____
Address: _____
Phone: _____ E-Mail: _____

2) Company: _____
Contact Name: _____
Address: _____
Phone: _____ E-Mail: _____

3) Company: _____
Contact Name: _____
Address: _____
Phone: _____ E-Mail: _____

4) Company: _____
Contact Name: _____
Address: _____
Phone: _____ E-Mail: _____

Licenses and Business Number:

17. List and provide a copy of all pertinent licenses with date of expiration currently held and needed to provide the services described herein:

City of Yakima Business License No.: _____

Unified Business Identifier (UBI) No.: _____

Auctioneer Certificate of Registration: _____

Vehicle Dealers License No.: _____

DUNS No.: _____

Other(s): _____

Auction Site:

18. Describe the auction site(s) to include address, size, parking capability, layout, facilities, paved areas, storage, security, covered areas, etc. A site visit by the Owner may occur during the evaluation process.

19. Describe the security procedures utilized for protection of the Owner's properties before, during and after the public auction is held.

20. A. Does your company provide on-line auctions or auction services? Yes No

B. If Yes, Please describe. _____

Other Submittals:

21. Listing the most recent first, provide the following information pertaining to the last four (4) auctions conducted by your company:

Company Name: _____ **Date of Auction:** _____

a. Size of mailing list and geographical area covered. _____

b. Demographics of registered bidders. _____

c. Demographics of buyers. _____

d. Publications used for advertising. _____

e. Brochures. _____

f. Frequency of advertising and mailings. _____

Company Name: _____ **Date of Auction:** _____

a. Size of mailing list and geographical area covered. _____

b. Demographics of registered bidders. _____

c. Demographics of buyers. _____

d. Publications used for advertising. _____

e. Brochures. _____

f. Frequency of advertising and mailings. _____

Company Name: _____ **Date of Auction:** _____

a. Size of mailing list and geographical area covered. _____

b. Demographics of registered bidders. _____

c. Demographics of buyers. _____

d. Publications used for advertising. _____

e. Brochures. _____

f. Frequency of advertising and mailings. _____

Company Name: _____ **Date of Auction:** _____

- a. Size of mailing list and geographical area covered. _____
- b. Demographics of registered bidders. _____
- c. Demographics of buyers. _____
- d. Publications used for advertising. _____
- e. Brochures. _____
- f. Frequency of advertising and mailings. _____

22. Describe your firm's plan of operations which demonstrates an understanding of and the capability to assume responsibility to auction publicly owned property. The plan should detail methods of preparing merchandise for sale, advertising, conducting and accounting for sale. The plan should specifically address at a minimum:

A. Frequency of dates and sales.

B. Ability to transport vehicles and miscellaneous equipment and items from agencies to the auction site. _____

C. Other services related to the auctions offered (i.e. vehicle cleaning/detailing, etc.).

D. Ability to accept items during normal workdays.

E. Ability to accept items after hours and on weekends.

F. Ability to safely store and secure items awaiting auction that need protection from the weather (i.e. electronics). _____

G. Ability to advertise and draw adequate public attendance at auctions.

H. Procedures to physically arrange set up and conduct public auctions.

I. Records provided to the agencies and retained by the auctioneer (retention time six (6) years after completion of sale)._____

J. Mitigation of risk to participating Owner. Describe all standard surety and financial protection offered the Owner. _____

K. All items sent to auction must be sold. How will this be accomplished to maximize revenues? _____

L. Procedure for unsold items. _____

M. In the event an item is sold but the bidder fails to pay the remaining amount, state what procedures will be taken to insure that the item is secured and sold in a timely manner.

N. If an online auctioneer, describe any elements and services not addressed above.

22. Proposer should list qualifications that enable Proposer to provide Auction Services at their Facility. Any additional services or procedures of benefit to Owner not specifically required herein which the Proposer offers to provide.

SCHEDULE “D”

SAMPLE

AGREEMENT

**Request for Proposal
C11303-P**

AUCTION SERVICES

For

YAKIMA COUNTY AND THE CITY OF YAKIMA

**NOTE: SEPARATE CONTRACTS WILL BE REQUIRED FOR YAKIMA COUNTY AND
THE CITY OF YAKIMA.**

SCHEDULE "D"
AUCTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Yakima County/City of Yakima (hereinafter "Agency"), a Washington municipal corporation, and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Agency is the owner of various surplus properties, personal property and rolling stock (hereinafter "Surplus"), which is located at various Agency locations within Yakima County.

WHEREAS, the parties to this Agreement desire that auction services be set up at the Contractors facility in accordance with the provisions, terms, and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Scope of Services.** Contractor shall provide auction services to publicly auction Agency's personal property and rolling stock either together or separate. Contactor agrees to take responsibility for risk of loss upon acceptance of goods from Agency and agrees to indemnify seller for any loss that occurs on Agency's merchandise as outlined in Paragraph 20. Contractor will be required to hold auctions on an as-needed basis. The Contractor shall provide the service required for all transportation of property, auction facility, storage and to perform all customary auction related duties including, but not limited to, pre-sale advertising to the general public, consolidation and arrangement of items in the best sale order, tagging and assigning lot numbers, cleaning/detailing *if requested*, taking on-site photographs, uploading to and maintaining all on-line auctions, conducting the auction with appropriate personnel, security, accounting, insurance and post sale organization and reporting.
2. **Term of Agreement.** Unless terminated in accordance with Section 20, the term of this Agreement shall be for a period of one (1) year, commencing _____, 2013; provided, however, that Agency may, at its option, extend this Agreement for four (4) additional one (1) year periods, for a total of five (5) years.
3. **Incorporation of Contractor's Proposal.** Except to the extent that it conflicts or is inconsistent with this Agreement, the Contractor's Proposal, dated _____, 2013, including all of Contractor's representations, conditions and obligations, submitted to the Agency on _____, 2013 in order to obtain award of this Agreement, is incorporated herein by this reference. Any inconsistencies or conflicts between the Contractor's Proposal and this Agreement shall be resolved in favor of the Agreement terms, conditions, obligations and language. A copy of said Proposal is attached hereto as Exhibit "A" (hereafter "Proposal").

4. **Consideration.** Contractor shall be compensated as set forth in Schedule "A" of Contractor's Proposal. For all non-commissioned services, if there are any, Contractor will be compensated on or by the tenth day of each month during the term of this Agreement, Contractor shall submit a monthly and detailed invoice to the Agency evidencing all services provided during the preceding month. The Agency shall make payment to Contractor within thirty (30) calendar days upon receipt of the invoice. All payments are expressly conditioned upon Contractor providing services that are satisfactory to the Agency.

5. **Memorandum of Sale.** The Contractor shall have full authority to sign any memorandum or bill of sale in the name and on behalf of the Agency or in the Contractor's own name and to receive from the Purchasers of such goods the purchase price thereof as agent for the Agency to be held subject to the provisions of Paragraph 6.

6. **Payments and Reports / Trust Account.** Auction proceeds due to the Agency that are received by the Contractor and not paid to the Agency within twenty-four (24) hours of the sale shall be deposited no later than the next business day by the Contractor in a trust account for clients in a bank, saving and loan association, mutual saving bank, or licensed escrow agent located in the state per RCW 18.11.123. The Contractor shall draw on the trust account only to pay proceeds to clients, and to obtain the sums due to the Contractor for services as set out in the written contract required under RCW 18.11.130. Funds in the trust account shall not be subject to the debt of the Contractor and shall not be used for personal reasons or other business reasons. The winning Contractor will remit net proceeds and provide a written report to the Agency within 15-20 bank business days after the sale. The report must include the following information:

- Sale price of each item, listed by Department/Division and Agency assigned lot/item number.
- Identify Buyer of each lot/item.
- Any transportation or optional service fees deducted from the proceeds for that item.

7. **Taxes and Assessments.** Contractor shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the Agency is assessed a tax or assessment as a result of this Agreement, Contractor shall pay the same before it becomes due.

8. **Independent Contractor Status of Contractor.** Contractor and the Agency understand and expressly agree that Contractor is an independent contractor in the performance of each and every part of this Agreement. Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. Additionally, and as an independent contractor, Contractor and its employees shall make no claim of Agency employment nor shall claim against the Agency any related employment benefits, social security, and/or retirement

benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor or any officer, employee or agent of Contractor and the Agency. In no event shall the Contractor be authorized to enter into any agreement or undertaking for or on behalf of the Agency.

9. **Delegation of Professional Services.** The services provided for herein shall be performed by the Contractor, and no person other than regular associates or employees of the Contractor shall be engaged upon such work or services except upon written approval by designative representative of the Agency.

10. **Maintenance of Records, Annual Report and Inspections.**

a. Contractor shall maintain accounts and records, including personnel, property, financial, and program records, and such other records as the Agency may deem necessary to ensure proper accounting for all project funds and compliance with this Agreement, including a system of internal controls and accounting systems which conform to generally accepted accounting principles and auditing standards.

b. All such records and documents shall be retained by Contractor shall be available for inspection, audit and copying by the Agency representatives and/or appropriate federal/state officials during the term of this Agreement and for a period of six (6) years following the termination of this Agreement.

11. **Property Rights.** All records and documentation on sales/buyers, title transfers, reports or papers of any sort relating to the Agency and to the services provided will at all times be the property of the Agency and shall be surrendered to the Agency upon demand. All information concerning the Agency and said services, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Agency will not, in whole or part, now or at any time disclose that information without the express written consent of the Agency.

12. **Work Made for Hire.** All work the Contractor performs under this agreement shall be considered work made for hire, and shall be the property of the Agency. The Agency shall own any and all data, documents, plans, copyrights, specifications, working papers, reports, and any other materials the Contractor produces in connection with this agreement. On completion or termination of the agreement, the Contractor shall deliver these materials to the Agency's project manager.

13. **Access and Inspection.** The Agency shall have the right at all times to access and inspect all locations within the Contractor's facility.

14. **Warranty.** Contractor warrants that all services provided hereunder shall be furnished in a manner consistent with industry standards and the level of professional skill generally acceptable in the industry with regard to the service of this kind.

15. **Property Care.** Contractor will be responsible for the proper custody and care of all Agency-owned property in Contractor's custody and in connection with the performance of this Agreement. Contractor will reimburse the Agency for any loss or damage, normal wear and tear excepted. Contractor shall also be responsible for the proper possession, use, and maintenance of all personal property and rolling stock retained by Contractor during the performance of auction services pursuant to this Agreement.

16. **Non-discrimination.** During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, race, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. This non-discrimination provision shall include, but not be limited to, the following:

- a. The benefits or services provided by the Contractor at the Facility;
- b. The rules, regulations, and/or practices established by the Contractor for use of the Facility.

Contractor shall furnish all information, evidence, documents and reports required by the Agency to substantiate compliance with this non-discrimination clause.

17. **The Americans with Disabilities Act.** With regard to the services to be performed pursuant to this Agreement, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

18. **Conflict of Interest.** Contractor represents that it and its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.

19. **Compliance with Applicable Laws.** Contractor shall provide auction services in accordance with all applicable statutes, laws, regulations, and ordinances and shall not allow the Facility to be used for any unlawful purposes.

20. **No City Insurance.** It is understood the Agency does not maintain liability insurance for Contractor or for its employees, agents, officers and subcontractors.

21. Insurance Requirements. Contractor shall maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives, or employees. Maintenance of the insurance required by this Agreement is a material element of this contract and changes in the required coverage or cancellation of the coverage shall constitute a breach of this Agreement by Contractor. If the Agency is damaged by the failure of Contractor to maintain the below insurance or to so notify the Agency, then Contractor shall bear all costs attributable thereto. If requested, Contractor shall provide the Agency with a complete copy of the policy.

a. Commercial General Liability Insurance. Before this Agreement is fully executed by the parties, Contractor shall provide the Agency with a certificate of insurance as proof of general liability insurance, or a combination of commercial liability and umbrella liability, with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract, or the general aggregate limit shall be twice the required occurrence limit. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the City of Yakima and Yakima County, its elected officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insured will not cancel or change the insurance without first giving the Agency thirty (30) calendar days prior written notice. The policy shall be primary insurance as respects the City of Yakima and Yakima County, its elected officials, officers, agents, employees, and volunteers. The insurance shall be with an insurance company or a company rated A-VII or higher in Best's Guide and admitted in the State of Washington or a licensed surplus lines insurance company in the State of Washington.

b. Professional Errors and Omissions Liability Insurance. Before this Agreement is fully executed by the parties, Contractor shall provide the Agency with a certificate of insurance as evidence of Professional Errors and Omissions Liability Insurance, or a combination of commercial liability and umbrella liability, with a total minimum liability limit of coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of at least Two Million Dollars (\$2,000,000.00). The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company rated A-VII or higher in Best's Guide. If the policy is on a claim made basis, the retroactive date of the insurance policy shall be on or before the inception date of this Agreement as defined in Section 2 of this Agreement above; or shall provide full prior acts. The insurance coverage shall remain in effect during the term of this Agreement and for a minimum of three (3) years following the termination of this Agreement.

c. Garage Keepers Liability Insurance. Before this Agreement is fully executed by the parties, Contractor shall provide the Agency with a certificate of insurance as evidence of Garage Liability Insurance, with a total minimum liability limit of coverage of at least Two Hundred Thousand Dollars (\$200,000.00) per occurrence and an annual

aggregate limit of at least Two Hundred Thousand Dollars (\$200,000.00). The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company rated A-VII or higher in Best's Guide. If the policy is on a claim made basis, the retroactive date of the insurance policy shall be on or before the inception date of this Agreement as defined in Section 2 of this Agreement above; or shall provide full prior acts. The insurance coverage shall remain in effect during the term of this Agreement.

d. Commercial Automobile Liability Insurance.

1. If Contractor owns any vehicles, before this Agreement is fully executed by the parties, Contractor shall provide the Agency with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate.
2. If Contractor does not own any vehicles, only "Non-owned and Hired Automobile Liability" will be required and may added to the commercial liability coverage at the same limits as required in that section of this Agreement, which is Section 16a entitled "Commercial General Liability Insurance".
3. Under either situation described above in Section 16.c.1 and Section 16.c.2, the required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the City of Yakima and Yakima County, its elected officials, officers, agents, employees, and volunteers as additional insured, and shall contain a clause that the insured will not cancel or change the insurance without first giving the Agency thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or a company rated A-VII or higher in Best's Guide and admitted in the State of Washington.

22. Fidelity bond - employee dishonesty. The Contractor will show proof of providing a fidelity bond in a form acceptable to the City of Yakima and Yakima County concurrently or separate in the amount of Fifty Thousand Dollars (\$50,000) to reimburse the Agency for any damages incurred as result of dishonesty, burglary, theft, fraud or destruction of property committed by employees of the Contractor. Coverage must apply to all personnel of the Contractor, including subsidiaries. Coverage must be provided for losses sustained by the Contractor or its clients resulting from fraudulent or dishonest acts committed by employees of the Contractor, acting alone or in collusion with others. Said bond or insurance shall remain in effect during the term of this Agreement

23. Hold Harmless. The Contractor shall, and hereby agrees to, release, save, otherwise hold harmless and indemnify the Agency from claims, demands, damages, actions, causes of actions or other liability, injury, or harm caused by act or omissions, foreseen or unforeseen, negligent or otherwise, that would otherwise befall said Agency arising out of the Contractor's implementation of the terms of this contract.

24. Indemnity.

a. Contractor agrees to protect, defend, indemnify, and hold harmless the Agency, its officers, elected officials, agents, employees, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all costs of every kind and nature whatsoever, including without limitation, judgments, awards, court costs, investigative fees and expenses, and reasonable attorneys' fees and disbursements arising out of or in connection with the performance or non-performance of this Agreement. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the Agency and its officers, principals, agents, or employees.

b. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

c. This Section of the Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

25. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, transferred or subcontracted out in whole or in part by Contractor to any other person or entity.

26. Integration Clause. There are no representations, agreement or conditions relating to the subject matter hereof other than as expressly set forth in this contract which contains the entire agreement between the parties. The Agency's acknowledges that no oral representations or warranties have been made by Contractor or by any of the Contractor's agents or employees.

27. Agreement Modification. This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

28. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

34. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

DONE this _____ day of _____ 2013

CONTRACTOR

BOARD OF YAKIMA COUNTY COMMISSIONERS

By: _____

Michael D. Leita, Chairman

Print Name: _____

Kevin J. Bouchey, Commissioner

Title: _____

J. Rand Elliott, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest: Tiera L. Girard
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

CITY OF YAKIMA

By: _____
Tony O'Rourke, City Manager

ATTEST:

Sonya Claar-Tee, City Clerk

City Contract No. _____

Resolution No. _____



TOWING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	CONTACT NAME Insurance Agent Information	
	PHONE (A/C, No, Ext)	FAX (A/C, No)
INSURED ENTITY INSURED ADDRESS	INSURER(S) AFFORDING COVERAGE	
	INSURER A	A-VII or better, admitted carrier
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL. WBS	INSUR. WBS	POLICY NUMBER	INSUR. EFF. (MM/DD/YYYY)	INSUR. EXP. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	W/A	POLICY NUMBER Stop Gap/EL Only	start date	stop date	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER \$ EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A Cargo / on Hook Garagekeepers Liab.	X		POLICY NUMBER	start date	stop date	\$50,000 \$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE

COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



PROFESSIONAL LIABILITY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AVENDOR, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSUREE, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ISSUED BY INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	ISSUING NAME Insurance Agent Information
	ISSUING ADDRESS ADDRESS
INSURED ENTITY INSURED ADDRESS	INSURED A: A-XX or better, admitted carrier
	INSURED B:
	INSURED C:
	INSURED D:

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CAR LIFE	TYPE OF INSURANCE	MIN. AMOUNT	MAX. AMOUNT	POLICY NUMBER	POLICY EFFECT DATE	POLICY EXPIRATION DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT <input type="checkbox"/> APPLICABLE PERIOD <input type="checkbox"/> POLICY <input type="checkbox"/> AGGREGATE <input type="checkbox"/> LOSS						CASH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (per occurrence) \$ PROFESSIONAL & ADV LIABILITY \$ GENERAL AGGREGATE \$ PRODUCTS COMPLETION \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRE & LEASE <input type="checkbox"/> EXCESS <input type="checkbox"/> BLDG. PREVENTION						COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> EMPLOYERS' LIABILITY <input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY <input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY						ALL STATE - 100% W/L ALL STATE - 100% W/L ALL STATE - 100% W/L
A	Professional Liability			Policy Number	start date	stop date	\$1,000,000 per claim \$1,000,000 aggregate \$ 5,000 deductible

DESCRIPTION OF OCCUPATIONS/LOCATIONS/VEHICLES (Use ACORD 101, Additional Details Schedule if more space is required)
(If a claims dispute form is shown, you should receive a certificate of insurance for three years after job is completed). The City of Yakima and the County of Yakima usually cannot be named as additional insureds.

CERTIFICATE HOLDER City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DEMANDED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE
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